

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ABRUZZO DOCG INC. d/b/a
TARALLUCCI E VINO, et al.;

Plaintiffs,

v.

Case No. 1:20-cv-04160-MKB-JO

ACCEPTANCE
INDEMNITY INSURANCE
COMPANY, et al.,

Defendants.

**DEFENDANT GREENWICH INSURANCE COMPANY'S JOINDER TO
ACCEPTANCE INDEMNITY INSURANCE COMPANY'S MEMORANDUM OF LAW
IN OPPOSITION TO PLAINTIFFS' MOTION TO REMAND**

Defendant Greenwich Insurance Company ("Greenwich"), by and through its attorneys, Zelle LLP, files this Joinder to Acceptance Indemnity Insurance Company's Memorandum of Law in Opposition to Plaintiffs' Motion to Remand (the "Acceptance Brief"). Greenwich adopts and incorporates by reference the Acceptance Brief. In particular, Greenwich restates and incorporates by reference the legal arguments set forth in the Acceptance Brief, and for the sake of brevity, Greenwich will not repeat those legal arguments and authority in this memorandum.

1. On September 4, 2020, Defendant Acceptance Indemnity Insurance Company ("Acceptance") filed a notice of removal pursuant to 28 U.S.C. §§ 1332, 1441(a), and Rule 91 of the Federal Rules of Civil Procedure. (ECF Doc. 1).

2. On September 25, 2020, Plaintiffs filed a Motion to Remand this action to the Supreme Court of the State of New York, County of Kings. (ECF Doc. 69).

3. On September 28, 2020, Greenwich filed its Notice of Consent and Joinder in Removal. (ECF Doc. 72).

4. On October 20, 2020, Defendant Acceptance Indemnity Insurance Company filed the Acceptance Brief, which Greenwich joins.

5. Greenwich insures only two of the Plaintiffs in this lawsuit: MF Peasant, LLC d/b/a Peasant Restaurant (“Peasant”) and Masa NY, LLC d/b/a Bar Masa & Masa (“Masa”) (jointly referred to as “the Greenwich Insureds”). (ECF Doc. 1-1, ¶¶ 451, 478).

6. Greenwich is an insurance company incorporated in Delaware with its principal place of business in Connecticut (ECF Doc. 96).

7. As alleged in the Amended Complaint, Masa is a New York limited liability company with a principal place of business in New York, New York, and Peasant is also a New York limited liability company with a principal place of business in New York, New York (ECF Doc. 1-1, ¶¶ 72-73). Plaintiffs also allege that the members of Masa are residents, domiciliaries, and citizens of the states of California and New York, and that the members of Peasant are residents, domiciliaries, and citizens of the state of New York. (ECF Doc. 68, ¶¶ 40-41).

8. The amount in controversy between Greenwich and each Greenwich Insured exceeds \$75,000. (ECF Doc. 72). Thus, there is complete diversity between Greenwich and each Greenwich Insured.

WHEREFORE, Defendant Greenwich Insurance Company respectfully requests that this Court hereby take Notice of its Joinder to Acceptance Indemnity Insurance Company’s Memorandum of Law in Opposition to Plaintiffs’ Motion to Remand, deny Plaintiffs’ motion to remand, and grant such other and further relief as the Court deems just, equitable and proper.

Respectfully submitted,

Dated: October 20, 2020
New York, New York

ZELLE LLP

s/Matthew Gonzalez
Matthew Gonzalez, Esq.
45 Broadway, Suite 920
New York, New York 10006
Tel.: (646) 876-4410

-and-

Dan Millea, Esq. (*pro hac vice* pending)
Nick Dolejsi, Esq. (*pro hac vice*)
500 Washington Ave. S., Suite 4000
Minneapolis, Minnesota 55415
Tel.: (612) 339-2020

**ATTORNEYS FOR DEFENDANT
GREENWICH INSURANCE COMPANY**

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of October, 2020, a true and correct copy of the foregoing document was served via email to:

Jeremy M. Creelan
Michael W. Ross
Seth H. Agata
Jenna E. Ross
Jacob D. Alderdice
JENNER & BLOCK LLP
919 Third Avenue, 38th Floor
New York, New York 10022
Phone: (212) 891-1678

ATTORNEYS FOR PLAINTIFFS